

EXHIBIT "O"

Page 1 of 2

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Bill Pickering based on information and belief, state and allege the following:

I am the President of First Summit Financial Group and National Sales Director for Jefferson-Pilot Life Insurance Company. Our offices are located at 800 North Magnolia Avenue, Suite 1310, Orlando, Florida. My company has 10 rotary lines, one fax line and one modem line. Telephone service is absolutely critical to my business. Every day we receive approximately 125 incoming calls and make about 80 outgoing calls.

In July 1996, my company was approached about switching its local telephone service from Southern Bell to Sprint. For a number of years our office was located in Maitland, Florida and we had been customers of United Telephone and had received good service from United. When they approached us about providing service in our current offices in downtown Orlando, I decided to try the Sprint service, although it was with some reluctance. Usually, if I am receiving good service, I am not inclined to change. The incentive here was if we changed, we could save \$150 per month. That's \$1800 per year. That's a significant reduction in overhead.

There were many delays in getting the service hooked up. I kept asking, "When is this change to Sprint going to happen?" It finally occurred in December 1996. Not too long after we made the switch we had a half day with no phone service. Of course, it was Murphy's Law. It was a very busy day and we got lots of complaints from agents and policy holders. We could call out, but no one could call in. You don't want your customers to think you're out playing golf. I told Marty Varsubsky, my associate, that we should go back to Southern Bell because when we were with Southern Bell we never had these problems. We just cannot afford to be out of service. Our Sprint sales rep, Danny Adams faxed over something from Southern Bell saying it was their fault, but I didn't really care whose fault it was, I just can't afford to be without phone service.

Danny Adams talked Marty into giving Sprint one more chance and we decided to hang in there, but after another outage I decided enough was enough. This one lasted two to three hours. I made the decision that we were going back to Southern Bell. We made the decision on Thursday and the changeover was to take place the following Monday.

That Monday, I left to go to the bank about 11:30 a.m. I called in to the office on my mobile phone and it rang 20-30 times. I finally called Turner Construction next door to have them go to our office to tell them our telephones were out. When I got back to the office, I could call out, but no one could call in. I called Southern Bell, and they said they would try to locate the technician who had done the work, because he was close by and could come back

EXHIBIT “P”

EXHIBIT "P"

Page 1 of 1
AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Sean Laney, based on information and belief, state and allege the following:

I am the club manager of the Citrus Club, which is a dining establishment located on the 18th floor of the Republic building in downtown Orlando. It is a membership dining facility patronized by the Orlando business community. We have very little "walk in traffic." Most of our business is by reservation. In addition we have a significant catering and private party business. We have 16 voice and two data lines. Our decision to switch from Southern Bell to SMNI was based on economics. The SMNI proposal was going to save us \$1,000 per year.

We switched to SMNI service in December 1996. The installation was very hairy. The Sprint crew was scheduled to come in on Saturday. That Friday at 4:00 p.m. the entire phone system went away. It completely disappeared. It finally came back at 8:00 p.m. Southern Bell had turned off everything a day early. We could not call out and customers who tried to call in got a recording that said, "This number has been disconnected." This was devastating to our business because Friday nights are a busy time for us and our customers could not call in for dinner reservations. It took until mid week to completely restore service.

Since then the exact same scenario has happened twice. With these two occurrences incoming callers would get an unending ring...as if you weren't answering your telephone. I know that both of these incidents were caused by problems at the Southern Bell location. The most recent incident was in July and the previous incident occurred in June. The July incident began the night before. I tried to dial out on the main line. I would attempt to dial out and then would put the line on hold to access the next line. We were down until lunchtime with both of these incidents. That is devastating to our business because our members cannot get through to call for reservations.

I've thought it might be easier to switch back. I'm frustrated. It seems that the people you pay your bill to should be accountable for the service you receive. It's frustrating because we are not paying our bill to Southern Bell and yet when they are the root cause of the problems, there is no sense of urgency with them to get it corrected because we don't pay them.

Further affiant sayeth naught.


Sean Laney

Subscribed and sworn before me this 1st day of October, 1997.


Notary Public



Peter S. Campbell
MY COMMISSION # CC305791 EXPIRE
February 24, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT “Q”

EXHIBIT "Q"

Page 1 of 2

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

State _____
File No. _____
Orders ☐ Sprint ☐ O.P. ☐
Corr. ☐ ☐ ☐
Plead. ☐ ☐ ☐
Disc. ☐ ☐ ☐
Test. ☐ ☐ ☐
Brief ☐ ☐ ☐
Other ☐ ☐ ☐
DATE RECEIVED
OCT 7 '97

I, Rocky Santomissino, based on information and belief, state and allege the following:

I am the vice president and secretary-treasurer of J. Rolfe Davis Insurance, with principal offices located at 11 South Bumby Avenue, Orlando, Florida. We are a large independent insurance agency located in downtown Orlando. We had been using Vista-United (Disney) for our telephone equipment maintenance and had been happy with the service they provided. In addition, United had been our local telephone service provider in our Longwood office and we'd always been happy with them, so it seemed natural to switch to someone we knew, with whom we'd had a previous good business relationship. Our telephone service consists of a total of 43 lines; 18 business (B1) lines, 20 flat-rate combination PBX trunks in three rotary groups, five Direct Inward Dial ("DID") PBX trunks and 20 DID numbers. Our decision to switch to SMNI was purely economic. We are bottom line oriented, and with SMNI's proposal we were going to save \$1,000 per month or \$12,000 per year.

We began talking to SMNI in February of this year. The actual switch to SMNI took about 90 days to occur. As I look back in my planner, I note an entry on March 12 and see an entry "Sprint switchover?" The switchover began on Saturday, March 15 and was completed on Saturday, March 29, 1997. However, on Monday, April 1, when our main number, 896-0550 was dialed, our customers heard a BellSouth recording stating, "This number has been disconnected." We have 7,000 clients and receive 700-800 calls a day. Clearly this type of recording is totally unacceptable. In addition, some of the lines were completely dead or had a constant busy signal. We continued to experience a lot of problems throughout the month of April.

In August we had another bad experience when we tried to set up a satellite office. We had acquired another agency of 11 people and needed to move staff out of their existing offices to a new location several blocks south of our main office, before we could bring the acquired employees into the main office. We signed the contract for telephone services in late July, and we wanted the new facility up and running by September 1. I didn't want the employees associated with the move to relocate until the telephone service was up and working. The phone service was scheduled to go in on August 22. On August 21, the day before the cutover was to occur, a BellSouth employee either mailed or delivered schematic drawings to the office manager at the satellite office indicating BellSouth's cable facilities at the new location would not support the services requested. I was very displeased. The office manager had nothing to do with the telephone decisions. And it's my understanding that BellSouth should have been dealing

EXHIBIT "Q"

Page 2 of 2

directly with SMNI, not us and certainly not with an office manager who had nothing to do with the telephone service. The installation of telephone services at the new location was completed the week of September 1, 1997. We continued to have numerous problems with the DID lines, tie lines, etc. for almost two weeks after the installation date.


Finally on September 5, SMNI was supposed to contact BellSouth to have them forward calls on both the main line, 894-7024, and the fax line, 894-7027, from the acquired agency to J. Rolfe Davis' offices effective at 5:00 p.m. on Friday, September 12. BellSouth disconnected the lines at 5:00 a.m., not 5:00 p.m., as we had requested. The calls to the fax line were not forwarded all weekend, because I kept checking and I would get a recording, "The number you are calling may not be connected."

I'm not mad at Sprint. I think we are the victims of circumstance. I personally am a fanatic for organization and detail. I pride myself on doing things flawlessly. The decision to switch local telephone companies has cost me credibility within my company because of all of the problems we have experienced. I've had to deal with numerous client complaints, employee concerns and complaints, and the unhappiness and frustrations of our board of directors, including our president. Due to these numerous problems, my position these last seven months has been pure hell. Based on my experience, the only way I would switch again is if it could happen quickly and painlessly. I am convinced that BellSouth is trying to sabotage SMNI's efforts to enter its markets. However, as a customer I am caught in the crossfire.

Further affiant sayeth naught.


Rocky Santomassino

Subscribed and sworn before me this 2nd day of October, 1997.


Notary Public



CYNTHIA L. HOLT
My Commission CC492865
Expires Sep. 08, 1999

My appointment expires on 9-6-99.

EXHIBIT “R”

EXHIBIT "R"

Page 1 of 1

AFFIDAVIT

State: _____
File No. _____
Orders ☐ Sprint ☐ O.P. ☐
Corr. ☐
Plead. ☐
Disc. ☐
Test. ☐
Brief ☐
Other ☐
DATE RECEIVED

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, George Pegram, based on information and belief, state and allege the following: OCT 7 '97

I am the general manager for the Collegiate Village Inn, located at 11850 University Boulevard, Orlando, Florida. The Collegiate Village Inn is a private dormitory facility located west of the University of Central Florida campus. We have 307 rooms with two students in each room.

I was first approached by Danny Adams of SMNI in February about switching my local telephone service from BellSouth to SMNI. I was eager to do so. We are the only dormitory in the state that is paying the hotel rate of 0.12 - 0.15 cents per call for calls above the monthly maximum, which we routinely exceed. SMNI offered us a flat rate, which is what we've wanted for years.

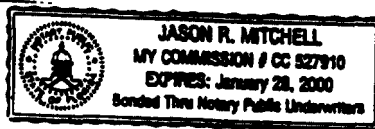
The switch to SMNI was originally scheduled during spring break in March of this year. The switch was delayed several times due to problems with the engineering. SMNI stated their engineering was complete, however, BellSouth couldn't get their act together. I even got so fed up I called the Florida Public Service Commission to complain. The switch finally happened in mid-May.

Further affiant sayeth naught.


George Pegram

Subscribed and sworn before me this 6th day of October, 1997.


Notary Public



My appointment expires on 1/28/2000

EXHIBIT “S”

EXHIBIT "S"

Page 1 of 2



Jerry M. Johns
Vice President-Law &
External Relations

Southern Operations
Box 165000
Altamonte Springs, Florida 32716-5000
Voice 407 889 6016
Fax 407 889 1211

September 30, 1997

Mr. Tommy Williams
Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

File No. _____

Orders	<input type="checkbox"/>	
	Sprint	O.P.
Corr.	<input type="checkbox"/>	<input type="checkbox"/>
Plead.	<input type="checkbox"/>	<input type="checkbox"/>
Disc.	<input type="checkbox"/>	<input type="checkbox"/>
Test.	<input type="checkbox"/>	<input type="checkbox"/>
Brief	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

DATE RECEIVED _____

OCT 3 '97

Re: Transfer of Certificate No. 4390 Held by Sprint Metropolitan Networks, Inc., to Sprint Communications Company L.P.

Dear Mr. Williams:

Sprint Metropolitan Networks, Incorporated ("SMNI") requests that the Florida Public Service Commission approve the transfer of Alternative Local Exchange Company ("ALEC") Certificate No. 4390 to Sprint Communications Company L.P. ("Sprint"). Sprint currently holds ALEC Certificate No. 4732. SMNI and Sprint intend to consolidate Sprint Corporation's provision of ALEC operations in Florida and to operate under the Sprint name. Immediately following the effective date of the transfer and Sprint's assumption of SMNI's operations, Certificate No. 4390 may be canceled. Continuing service to SMNI's customers will be provided under Sprint's Certificate No. 4732.

Management has determined that these affiliated ALEC operations can be more effectively and efficiently carried out under one name and by a consolidated organization. Such consolidation will result in a more effective competitive provision of ALEC services which will thereby serve the public interest. Furthermore, provision of ALEC service by affiliates under one name will assist the Commission in gauging the true number of competitive providers of ALEC service.

Sprint commits that all obligations of SMNI to its customers will continue to be honored. Sprint will maintain one price list with the commission for the merged entity. None of the prices charged to current SMNI customers will be changed because of the transfer.

EXHIBIT "S"

Mr. Tommy Williams
Page 2

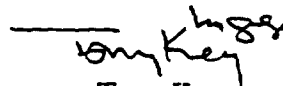
Page 2 of 2

SMNI and Sprint understand that pursuant to Rule 25-25.815 (5), F.A.C., this letter notification becomes effective upon filing. Should you have any question, please do not hesitate to contact Charles Rehwinkel at (850) 847-0244.

Respectfully submitted,



Jerry M. Johns
On behalf of Sprint Metropolitan
Networks, Inc.



Tony Key
On behalf of Sprint Communications
Company L.P.



BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

November 4, 1997

VIA FEDERAL EXPRESS

Ms. Melissa Closz
Director - Local Market Development
Sprint Communications
Suite 400B
151 Southhall Lane
Maitland, Florida 32751

Re: UNE Combinations

Dear Ms. Closz:

This is a follow-up to our conversation of October 29, 1997 regarding BellSouth's policy of combining of Unbundled Network Elements (UNEs).

The Eighth Circuit Court plainly stated that the Act "unambiguously indicates that requesting carriers will combine the UNEs themselves." Therefore, BellSouth has no legal obligation to provide combined UNEs to Sprint Communications. The court, however, did affirm that an ALEC may itself combine UNEs. BellSouth will provide to Sprint Communications, at the rates established by the various state commissions, the individual UNEs delineated in the Sprint Communications/BellSouth interconnection agreements.

BellSouth recognizes that the interconnection agreements that have been executed thus far, obligate BellSouth to accept and provision UNE combination orders. Thus, until the Eighth Circuit's opinion becomes final and non-appealable (see, General Terms and Conditions, Section 9.3), BellSouth will abide by the terms of those interconnection agreements, as BellSouth expects Sprint Communications to do.

BellSouth has consistently taken the position that Sprint Communications is free to use UNEs recombined by BellSouth in any manner it chooses. However, in all states where we have an approved interconnection agreement (Florida, Georgia, and North Carolina), when Sprint Communications orders a combination of UNEs or orders individual UNEs that, when combined, duplicate a retail service, BellSouth will treat these orders for the purposes of billing and provisioning, as resale.

Ms. Melissa Closz
November 4, 1997
Page 2

BellSouth is not required to offer combinations of UNEs except as negotiated between BellSouth and Sprint Communications. Moreover, "switch as is" situations will be treated as resale situations with the pricing rules applicable thereto, not as the sale of UNEs.

BellSouth, as it has consistently done in the past, is prepared to discuss all issues Sprint Communications may raise. To the extent you have any further questions or comments regarding BellSouth's policies or major issues regarding implementation interconnection agreements, please direct them to me.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat C. Finlen". The signature is stylized with a large, looped "P" and a cursive "Finlen".

Pat C. Finlen
Manager - Interconnection Services Pricing

cc: Jerry D. Hendrix

BellSouth Interconnection Services 205 988-7900
Suite 350 Fax 205 988-6969
One Chase Corporate Drive
Hoover, Alabama 35244

Fred P. Monacelli
Sales Assistant Vice President

October 7, 1997

Ms. Anne K. Bingaman
Senior Vice President - LCI
President, Local Telecommunications Division
8180 Greensboro Drive
McLean, Virginia 22102

Dear Ms. Bingaman:

This is in response to your September 24, 1997, letter to Joe Baker. In that letter you asked that BellSouth clearly state its position relative to LCI's unbundled network element (UNE) platform plan.

BellSouth considers LCI to be a valued customer. Regarding LCI's platform plan, BellSouth offers resale service and/or UNEs that LCI can combine with its own facilities to provide a telecommunications service or combine BellSouth UNEs itself to provide a unique telecommunications service or to duplicate a BellSouth retail service. BellSouth's position is consistent with the 8th Circuit Court of Appeal's July 18, 1997 opinion. The 8th Circuit plainly stated that the Act "unambiguously indicates that the requesting carriers will combine the unbundled network elements themselves." Therefore, there is no legal duty on the part of BellSouth to provide combined network elements to LCI. Consistent with the 8th Circuit's ruling, if it is LCI's plan to utilize all BellSouth network elements to provide finished telephone service, LCI may purchase all of the individual unbundled network elements needed to provide finished telephone service, but LCI must combine the necessary elements. The 8th Circuit ruling clearly finds, however, that BellSouth, as an ILEC, has no obligation to combine network elements. The 8th Circuit expressly stated in upholding the FCC's rule that "[our] ruling finding that [the Act] does not require an incumbent LEC to combine the elements for a requesting carrier establishes that requesting carriers will in fact be receiving the elements on an unbundled basis." Thus, the only meaning that can now be given to FCC Rule 51.315(b) is that an incumbent LEC may not further unbundle a network element to be purchased by another local provider unless explicitly requested to do so by that provider. The rule cannot be read as requiring ILEC's to deliver combinations to providers such as LCI.

Page 2

In all states, when LCI orders individual network elements that, when combined by LCI, duplicate a retail service provided by BellSouth, BellSouth will treat, for purposes of billing and provisioning, that order as one for resale. When LCI orders individual network elements that, when combined by LCI, creates a unique LCI telecommunications service, BellSouth will treat, for purposes of billing and provisioning, that order as one for unbundled network elements.

BellSouth, however, is examining the viability of providing various combinations of UNEs as a service to its interconnection customers. Such service offerings would have prices that reflect the 8th Circuit's finding that the use of unbundled network elements involves greater risk to the other provider than does resale.

I trust that this response provides the details you were seeking. As your Account Team, we stand ready to support LCI's local service initiatives with the same professionalism and customer focus we provide on the "access" side of your business.

Sincerely,

A handwritten signature in cursive script, reading "Fred P. Monacelli".

Fred Monacelli

cc: Joe Baker



BellSouth Telecommunications, Inc.
Suite 4071
875 West Peachtree Street, N.E.
Atlanta, Georgia 30379

404 517-7022
Fax 404 521-2311

Mark L. Felder
President - Interconnection Services

September 12, 1987

William J. Carroll
Vice President
AT&T Communications, Inc.
Room 4170
1200 Peachtree Street
Atlanta, Georgia 30309

Re: Your August 29, 1987, letter to Duane Ackerman

Dear Jim:

As committed on September 5, 1987, I am responding to the issues discussed in your August 29, 1987 letter to Duane Ackerman. Let me begin by saying BellSouth is not delaying AT&T's entry into the local market. BellSouth has expended hundreds of millions of dollars on, and has dedicated hundreds of employees to, the sole task of assisting new local service providers such as AT&T in entering the local market. The task, as you admitted in your August 1, 1987 letter, is not without tremendous challenges. Other local providers are entering the local market, investing in their own facilities, and are competing with BellSouth and winning local customers. These local providers are using the systems in which BellSouth has been investing hundreds of millions of dollars and are finding that they allow for real competition. Local competition is here and will continue to grow whether AT&T enters the market now or some time in the future.

Addressing your assertion that there is an "increasing tendency to push downward within BellSouth employee ranks, responsibility for critical issues," given the number and complexity of the implementation issues involved, both companies need to empower employees with expertise and knowledge in many disciplines at many levels to move forward and resolve implementation issues. Our role as members of upper management is to provide policy direction and support to those empowered by us. As an officer of BellSouth, I am involved with determining the policies of BellSouth as well as guiding the essential individuals in my department in the resolution of major issues concerning the implementation of AT&T interconnection agreements as well as the implementation of other agreements BellSouth has executed. BellSouth will continue to devote the time and energy of many highly capable people, and significant capital, to meeting AT&T's demands together with the needs and demands of the hundred plus other new local service providers that have contracted with BellSouth for interconnection services.

BellSouth has stated to AT&T at least three times in writing and numerous times verbally that BellSouth is committed to continuing operational testing of the combined unbundled loops and ports (UNE-P as you refer to it) in Florida and Kentucky and that it has committed the

appropriate personnel to support this process. To date, AT&T has, pursuant to Attachment 4, section 2.2 of the BellSouth /AT&T Interconnection Agreement, identified and described only four combinations, which were received by BellSouth in April of 1997. Rather than responding to BellSouth's written and verbal commitments by identifying any further combinations, or sending additional orders and testing of the systems, AT&T has only continued to "paper the record" with assertions that BellSouth is not committed to testing. BellSouth hereby once again reaffirms that it stands ready, willing and able to test the UNE ordering, provisioning and billing systems. It is only through such testing that the companies can determine and address where the problems, if any, lie. While BellSouth believes it is aware of AT&T's UNE testing requirements for Florida and Kentucky, if AT&T believes that a restatement of those testing requirements is required, then by all means communicate them to BellSouth again.

You further requested that BellSouth confirm certain positions regarding the 8th Circuit Court of Appeal's July 18, 1997 opinion as well as the recently announced FCC decisions regarding both Ameritech's 271 application and Shared Transport. Following are BellSouth's responses to your confirmation requests.

AT&T's confirmation request:

1. BellSouth will provide all combinations of unbundled network elements, including those that BellSouth asserts may replicate existing BellSouth services, at rates based on forward-looking economic costs;

2. BellSouth will not separate unbundled network elements requested by AT&T where such elements are currently combined in BellSouth's network. That is, where AT&T orders combinations of UNEs that in the ordinary course are already combined within BellSouth's network, such as the platform being ordered in Florida, BellSouth will provide these elements as combined in BellSouth's network; and

3. BellSouth will impose no additional charges above the sum of the rates for all applicable UNEs contained in our interconnection agreements for UNEs that are already combined in BellSouth's network.

BellSouth's response:

The 8th Circuit plainly stated that the Act "unambiguously indicates that the requesting carriers will combine the unbundled network elements themselves." Therefore, there is no legal duty on the part of BellSouth to provide combined network elements to AT&T. BellSouth will provide to AT&T, at the rates established by the various state commissions, the individual network elements delineated in the AT&T/BellSouth Interconnection Agreement, and AT&T may combine the ordered elements in any fashion it chooses. Further, consistent with the 8th Circuit's ruling, if it is AT&T's plan to utilize all BellSouth network elements to provide finished telephone service, AT&T may purchase all of the individual unbundled network elements needed to provide finished telephone service, but AT&T must combine the necessary elements. The 8th Circuit ruling clearly finds, however, that BellSouth, as an ILEC, has no obligation to do so. The 8th Circuit expressly stated in upholding the FCC's rule that "[our] ruling finding that [the Act] does not require an incumbent LEC to combine the elements for a requesting carrier establishes that requesting carriers will in fact be receiving the elements on an unbundled basis." Thus, the only meaning that can now be given to FCC Rule 51.315(b) is that an

incumbent LEC may not further unbundle a network element to be purchased by another local provider unless explicitly requested to do so by that provider. The rule cannot be read as requiring ILEC's to deliver combinations to providers such as AT&T. BellSouth, however, is examining the viability of providing various combinations of UNEs as a service to its interconnection customers. Such service offerings would have prices that reflect the 8th Circuit's finding that the use of unbundled network elements involves greater risk to the other provider than does resale.

BellSouth nonetheless recognizes that the interconnection agreements that have been executed thus far obligate BellSouth to accept and provision UNE combination orders. Thus, until the 8th Circuit's opinion becomes "final and non-appealable," BellSouth will abide by the terms of those interconnection agreements as BellSouth expects AT&T will. Accordingly, assuming execution of the Alabama agreement, BellSouth will accept orders for and provision the four UNE combinations identified and described by AT&T pursuant to Attachment 4, section 2.2 of the Agreements. In all states except Kentucky (Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee), when AT&T orders a combination of network elements or orders individual network elements that, when combined, duplicate a retail service provided by BellSouth, BellSouth will treat, for purposes of billing and provisioning, that order as one for resale. In Kentucky, when AT&T orders a combination of network elements or orders individual network elements that when combined duplicate a retail service provided by BellSouth, BellSouth will treat the order for purposes of billing and provisioning, as one for unbundled network elements. In all states, when AT&T fulfills its obligation under Attachment 4, section 2.2 and identifies combinations of unbundled network elements that, when combined do not duplicate a retail service, BellSouth will accept and provision that order as one for unbundled network elements priced at the individual network element rates. In Alabama, where BellSouth and AT&T have not yet executed an interconnection agreement, BellSouth is willing, until the 8th Circuit's opinion becomes final, to execute an interconnection agreement that reflects the terms described above. That agreement would be subject to modification as discussed below. This interim accommodation is consistent with what BellSouth and AT&T have done in other states. I understand that such an interconnection agreement has been proposed and I will instruct Jerry Hendrix to execute that agreement after he has had a opportunity to fully review the agreement.

Immediately upon the 8th Circuit's opinion becoming final, BellSouth expects, pursuant to section 9.3 of the General Terms and Conditions of the Interconnection Agreement, that the interconnection agreements will be modified to remove all references to BellSouth's obligation to combine unbundled network elements for AT&T and to otherwise reflect the Court's decision. If following these modifications, AT&T believes that, rather than directly meeting its obligation under the Act to do the combining of any BellSouth UNEs, it would prefer to have BellSouth perform services related to combining and/or operating and maintaining combined elements, BellSouth, as stated above, would consider such a request and be prepared to enter into negotiations regarding appropriate terms and conditions.

4. Florida UNE Testing - Billing

Concerning the billing received by AT&T in the Florida testing, I offer the following corrections and clarifications. For the UNE-P orders involved with this test, the following elements may be billed in the CRIS billing system:

CRIS

Unbundled Local Switching - Line Port (ULS-LP) (NRC + Monthly recurring)
Unbundled Local Switching - Switching Functionality (ULS-SF) (per MOU)
Unbundled Local Switching - Trunk Port (ULS-TP) (per MOU)
Unbundled Tandem Switching - Switching Functionality (UTS-SF) (per MOU)
Unbundled Tandem Switching - Trunk Port (UTS-TP) (per MOU)
Unbundled Interoffice Transport - Shared (UIT-S) (per MOU and per MOU-mile)
Operator and DA elements (have not been implemented for this testing timeframe)

As of August 14, 1997, BellSouth has the capability to bill the MOU based switching and transport elements for all local direct dialed calls originating from ULS-LPs (or in this case UNE-Ps). In your list, you also included Unbundled Interoffice Transport - Dedicated (UIT-D), Unbundled Packet Switching (UPS), AIN, LIDB, SS7 Signaling, 800 Database, Directory Access to DA Service, Directory Assistance Transport and Directory Assistance Database Service. These elements are not applicable for the scenarios that you have requested to be tested in Florida and Kentucky.

You also stated that AT&T has yet to receive the daily usage recordings that BellSouth agreed to transmit during the Florida test. As issues regarding daily usage recording were encountered, they were addressed by BellSouth and corrective actions were taken. Further testing was limited due to the lack of actual usage found on the four accounts. The Jan Burries/Pam Nelson team that meets regularly to discuss and resolve issues recently agreed that the testing team should formalize the usage recording testing. The team agreed to implement a logging system so that the users would record their various calls, time of day, type of call, duration, etc., and provide the log to BellSouth so that BellSouth could follow the call through its systems.

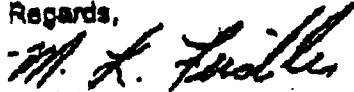
In connection with the UNE concept test, BellSouth is not currently sending AT&T access records associated with UNEs. Pursuant to the law at the time, BellSouth's position had been that BellSouth should continue to bill access to the IXC and that transmitting records was therefore not required. Subsequent rulings now appear to support the need for BellSouth, in instances where the use of unbundled network elements is not duplicating an existing BellSouth service, to send records in order for the local provider to bill the IXC interstate access. Given these changes, BellSouth concurs that BellSouth and AT&T need to come to an agreement of the formatting of these access records. In addition, BellSouth and AT&T need to work through industry fora to reach agreement on standards for record exchange and meet point billing.

BellSouth does not agree with your assessment of BellSouth's participation on Call Flow discussions. BellSouth met with your representatives in May of 1997, and participated on a conference call in June of 1997 in an attempt to reach agreement. However, due to key differences in the underlying positions of the companies, the representatives were not able to reach agreement except for those call flows for intraswitch local calls. BellSouth, as always, stands ready to meet with AT&T to further discuss call flows and it is my understanding that such a meeting has been scheduled.

I trust that this answers any question you may have had. BellSouth, as it has consistently done in the past, is prepared to discuss all issues that AT&T may raise. To the extent you have any

further questions or comments regarding BellSouth's policies or major issues regarding implementation of the AT&T/BellSouth interconnection agreement, please direct them to me.

Regards,

A handwritten signature in dark ink, appearing to read "M. A. Feldler". The signature is stylized with a large, sweeping initial "M" and a long, horizontal stroke extending to the right.

Mark Feldler

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the matter of
Application by BellSouth
Corporation, BellSouth
Telecommunications, Inc., and
BellSouth Long Distance, Inc., for
Provision of In-Region, InterLATA
Services in Louisiana

CC Docket No. 97-231

**DECLARATION OF CARL SHAPIRO
ON BEHALF OF SPRINT**

I. Qualifications and Purpose of Testimony

A. Qualifications

I am Carl Shapiro, the Transamerica Professor of Business Strategy and Professor of Business and Economics at the Haas School of Business and the Department of Economics, University of California at Berkeley. I also am a founder of The Tilden Group, an economic consulting company. My qualifications are described in Appendix D, which also includes a copy of my curriculum vitae.

B. Purpose of Testimony

I have been asked by Sprint to provide an economic and public interest analysis of BellSouth's application to provide in-region long-distance service in Louisiana. This is part of a broader project I am conducting for Sprint to develop a framework for assessing Section 271 applications generally, and to evaluate the conditions of local competition in a number of states where such applications are anticipated.

The overall framework I utilize here for evaluating Section 271 applications is based generally on my experience in antitrust and regulatory economics, along with my understanding of the provisions of the Telecommunications Act of 1996 (the "Act") and my experience in studying telephone markets for some fifteen years. This is the same economic framework I presented before this Commission last month on behalf of Sprint in response to BellSouth's Section 271 application for South Carolina, and I do not repeat it here; portions of my testimony in that docket pertaining to the general evaluation of Section 271 applications are included as Appendix A.

My testimony in this proceeding focuses on the specific conditions in Louisiana. In particular, I evaluate the status of local wireline competition and interconnection in Louisiana. I also consider the economics behind BellSouth's assertion that Personal Communications Service (PCS) providers constitute facilities-based competitive local exchange carriers (CLECs) for the purpose of their Section 271 application. My evaluation of the current conditions in Louisiana is based largely on the information available in this docket from BellSouth and from other interested parties, on testimony filed in Louisiana Public Service Commission (LPSC) Docket No. U-22252 and on research conducted at The Tilden Group.

II. Current Local Wireline Competition in Louisiana is *De Minimis*

Significant actual local wireline competition would be the most convincing demonstration that local markets are indeed open. Such competition clearly has not yet arrived in Louisiana, and I fear it will be delayed by premature Section 271 approval.

By conventional market share measures, BellSouth maintains a dominant monopoly position in the provision of local exchange service in Louisiana. BellSouth's Brief to this Commission in support of its 271 application devotes attention to competitors' installed fiber facilities, but these discussions focus on the *potential* for these facilities to be used to offer local exchange service if the necessary interconnection conditions are in place, not their actual use to date. (BellSouth Brief at p. 17-19)

The three CLECs in Louisiana that BellSouth characterizes as "facilities-based," ACSI, American MetroComm, and KMC TeleCom, collectively and individually serve a very limited geographic region within Louisiana. According to BellSouth, ACSI maintains fiber networks in the business centers of three Louisiana cities, and provides resold and facilities-based access and local exchange services to business customers only; BellSouth does not expect ACSI to offer residential local exchange service. American MetroComm and KMC TeleCom are both primarily access providers, with fiber networks in two Louisiana cities each (American MetroComm in New Orleans and Baton Rouge, and KMC TeleCom in Baton Rouge and Shreveport). Both companies are reselling local exchange service to business and residential customers, and have announced plans to introduce facilities-based local service later this year. (BellSouth Brief at p. 19 and p. 22). ITC DeltaCom's Louisiana fiber network comprises some portion of its 2100-mile network in the BellSouth region, but the company has not announced plans to provide local exchange service in the state. (Wright Affidavit at p. 20) Other wireline CLECs, as well, have not yet put their